

# MEMORANDUM

## DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: September 22, 2009

FROM: KEN GREHM / <sup>JK</sup>PETER KRAATZ

SUBJECT: COOPERATIVE AGREEMENT WITH TAHOE CITY PUBLIC UTILITY DISTRICT (TCPUD), WATERLINE/UTILITY IMPROVEMENT, SEZ/HABITAT RESTORATION

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### ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution approving a Cooperative Agreement, with County Counsel and Risk Management review and approval, between the Department of Public Works and the Tahoe City Public Utility District (TCPUD) for utility work in concert with the Lake Forest Erosion Control Project - Area B (SEZ/Habitat Restoration) which will construct stream restoration and water quality improvements in the Lake Forest subdivision; and authorize the Director of Public Works or his designee to execute the Cooperative Agreement and all related documents. The construction estimate for all utility work associated with the project is \$182,355.84.

### BACKGROUND / SUMMARY

The Placer County Department of Public Works designed stream restoration and general erosion control improvements for the Lake Forest watershed. These improvements are contained in the plans and specifications for the Lake Forest Erosion Control Project - Area B (SEZ/Habitat Restoration) outside of Tahoe City, along the north shore of Lake Tahoe. The planned water quality improvements are supported by Tahoe Regional Planning Agency's Environmental Improvement Program (EIP) identified as EIP Project No. 10061. Construction will begin in September 2009.

The project includes grading, stream channel construction and modification of existing channels, associated revegetation and habitat restoration, culvert replacement, and recreational facility improvements associated with restoration objectives. The project requires abandonment/relocation of approximately 3,134 linear feet of utilities within California Tahoe Conservancy (CTC), California Department of Parks and Recreation (CDPR), and Wildlife Conservation Board (WCB) owned properties and relocation of utilities on Lake Forest Road. Combining efforts under a Cooperative Agreement between the County and the TCPUD for performing the utility work will expedite the water quality project schedule, reduce costs for the utility work, and minimize the disturbance along the streetscape for residents.

The Agreement will allow for construction to occur under the responsibility and management of the County. The resulting construction contract for the Lake Forest Erosion Control Project - Area B (SEZ Habitat Restoration) will be awarded to the low bidder, who will facilitate abandonment of TCPUD's stated utilities along with the County's storm water quality and drainage improvements within the Lake Forest subdivision.

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**ENVIRONMENTAL**

A Negative Declaration was prepared for this project and a Notice of Determination executed by the Placer County Clerk on February 24, 2009 pursuant to the provisions of CEQA.

**FISCAL IMPACT**

The total estimated utility relocation costs for the project on both state and county right-of-way (ROW) is \$182,355.84. The total estimated utility cost for the waterline abandonment/relocation within state owned properties is \$167,700. The County will be reimbursed by the CTC for the cost of the abandonment through our existing grant with the CTC. One third of the cost of utility relocation within the County right-of-way (\$5,644.17) will be funded by the TCPUD, with the remaining two thirds costs (\$9,011.67) to be funded through an existing US Forest Service grant that funds the project.

Attachments:

- Resolution
- Location Map
- Copy of Final Cooperative Agreement

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**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS AND THE TAHOE CITY PUBLIC UTILITY DISTRICT FOR WATERLINE UTILITY WORK IN CONCERT WITH THE LAKE FOREST EROSION CONTROL PROJECT - AREA B (SEZ/HABITAT RESTORATION); AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO EXECUTE THE COOPERATIVE AGREEMENT AND ALL RELATED DOCUMENTS.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_  
\_\_\_\_\_  
BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves a cooperative agreement between the Department of Public Works and the Tahoe City Public Utility District for waterline utility work in concert with the Lake Forest Erosion Control Project - Area B (SEZ/Habitat Restoration); and authorizes the Director of Public Works or his designee to execute the cooperative agreement and all related documents.



**COPY OF FINAL  
COOPERATIVE AGREEMENT  
EROSION CONTROL IMPROVEMENTS  
LAKE FOREST EROSION CONTROL PROJECT – AREA B  
(SEZ/HABITAT RESTORATION)**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 between the TAHOE CITY PUBLIC UTILITY DISTRICT, a California public utility district, hereinafter called DISTRICT, and the COUNTY OF PLACER, a political subdivision of the State of California, herein called COUNTY.

**RECITALS**

WHEREAS, the COUNTY is undertaking a project to construct erosion control improvements which is titled the Lake Forest Erosion Control Project – Area B (SEZ/Habitat Restoration) Contract No. 1027; herein after referred to as Project; and

WHEREAS, the COUNTY proposes to install underground and surface drainage improvements in the Lake Forest Meadow, across Lake Forest Road, and at Pomin Park for the Project, and the DISTRICT agrees to abandon water/sewer mains and laterals in the Lake Forest Meadow and relocate the water main in Lake Forest Road and water services in Pomin Park as a result of the COUNTY's proposed improvements; and

WHEREAS, the COUNTY asserts that the DISTRICT is required to relocate said utility lines within the COUNTY right-of-way; and

WHEREAS, the COUNTY recognizes that the DISTRICT is not required to relocate said utility lines outside the COUNTY right-of-way; and

WHEREAS, the DISTRICT and the COUNTY agree that it would be advantageous to abandon/relocate water/sewer laterals and water main as a part of the Project inside and outside of the COUNTY right-of-way;

WHEREAS, the DISTRICT recognizes cost savings for relocations within the COUNTY right-of-way as part of the project pursuant to cost apportionment as set forth in Exhibit A; and

WHEREAS, the COUNTY agrees to pay all costs for abandonments and relocations of water/sewer laterals and mains outside of the COUNTY right-of-way and limits of disturbance (on parcels owned by the California Tahoe Conservancy (CTC), California State Parks (CDPR), and the Wildlife Conservation Board (WCB)) as part of the Project. These costs will be reimbursed by the CTC to the COUNTY under a separate agreement between the COUNTY and CTC.

NOW, THEREFORE, in consideration of the Recitals set forth above, and the mutual promises and conditions set forth herein, the parties hereto agree as follows:

1. The DISTRICT shall prepare construction plans and technical specifications for the water/sewer relocation portions, as necessary, to be incorporated in to the Project and shall provide them to the COUNTY in electronic form.
2. The COUNTY will incorporate said construction plans and technical specifications into their contract documents for the Project. The Project contract documents will include costs for the water main relocation.
3. The DISTRICT agrees to abandon/relocate the meadow water/sewer laterals outside the limits of Project disturbance at the cost of the COUNTY, on parcels owned by the (CTC) and indicated in Exhibit A.

The DISTRICT agrees to relocate water/sewer laterals within Pomin Park and inside the limits of Project disturbance, if required, at the cost of the COUNTY, on parcels owned by the CDPR and WCB.

The DISTRICT will perform this work using its own forces and the amount credited will be based on actual billed costs of DISTRICT. These costs will be reimbursed by the CTC to the COUNTY under a separate agreement between the COUNTY and CTC. Exhibit A will be revised with actual costs based on approved DISTRICT invoice(s) for the meadow utility work. Any utility work determined to be required in Pomin Park will be performed based upon an agreed upon scope and estimated costs followed by DISTRICT invoices submitted to COUNTY.

4. The COUNTY agrees to abandon/relocate water/sewer laterals within the meadow and Pomin Park inside the limits of disturbance, as necessary at no cost to the DISTRICT, on parcels owned by the CTC, CDPR, and WCB. These costs will be reimbursed by the CTC to the COUNTY under a separate agreement between the COUNTY and CTC.
5. The COUNTY and the DISTRICT agree to share costs on the water main relocation in Lake Forest Road. The item is included as Exhibit A, attached hereto and by this reference, incorporated herein. The cost allocation percentages of COUNTY and DISTRICT responsibility are indicated on Exhibit A. Costs that the COUNTY agrees to be responsible for will be reimbursed by the US Forest Service or the CTC under a separate agreement between the COUNTY and these entities.

Reimbursement for construction costs will be based on the price prepared by the contractor under the construction contract with the COUNTY. Exhibit A will be revised with actual costs based on approved change order.

6. The COUNTY and the DISTRICT agree to share costs for COUNTY's construction administration services including construction staking, and construction management/inspection. These items are estimated and included in Exhibit A.

The COUNTY and the DISTRICT further agree to credit the DISTRICT for DISTRICT's expenses for design and construction inspection. These items are

estimated and included in Exhibit A. The cost allocation percentage of DISTRICT credit is indicated in Exhibit A.

Reimbursement for COUNTY's construction administration services will be based on the actual billed costs of performing the administration services by the consultant selected by the COUNTY. Credit for DISTRICT's design and inspection services will be based on the actual expenses of DISTRICT.

7. Upon project completion, Exhibit A will be revised with actual costs. The DISTRICT shall reimburse the COUNTY for construction costs based on actual Project construction costs.
8. The DISTRICT shall authorize, approve, and provide to the COUNTY required funds for the balance due, if any, based on Exhibit A (as revised according to the above paragraphs) within thirty (30) days following the receipt of an invoice by the COUNTY for each progress payment.
9. The COUNTY will bill or reimburse as appropriate, to the DISTRICT, COUNTY-approved costs related to the DISTRICT's improvements after completion of all work and the filing of the Notice of Completion.

The DISTRICT or the COUNTY shall reimburse said costs within thirty (30) days of receipt of the COUNTY's final accounting. The accounting for reimbursement will include the funds for the following items:

- The water main relocation work in Lake Forest Road;
- The utilities portion of the COUNTY's construction administration services;
- A credit for DISTRICT's design, inspection, and administration;
- A credit for DISTRICT's work abandoning/relocating water/sewer laterals within meadow outside of the limits of disturbance;
- A credit for DISTRICT's work relocating water/sewer laterals at Pomin Park outside the limits of disturbance, if required; and
- Additional work required and approved by the COUNTY and the DISTRICT during construction.

Should any portion of the work be deleted during construction, it shall also be deducted in the final reimbursement request.

10. The COUNTY, as the contracting agency, accepts contractual responsibility for all work and agrees to have the water and sewer relocations constructed according to the plans and specifications of the DISTRICT. Prior to the award of the construction contract, the DISTRICT and the COUNTY shall mutually agree on a method to coordinate inspection of the work with the DISTRICT being responsible for any special inspections and witnessing of testing of the DISTRICT's temporary and permanent facilities.

11. The COUNTY agrees to transfer ownership of the relocated water and sewer facilities, when completed, by Bill of Sale or other mutually agreed upon transfer agreement. COUNTY shall also transfer all contractor and parts warranties to the DISTRICT. Once connected to the DISTRICT's water and sewer system, the DISTRICT shall maintain said facilities.
12. The COUNTY and DISTRICT will jointly work to negotiate change orders and claims with the contractor to resolve any claims related to the water/sewer lateral and water main relocation work in a timely manner, provided that neither the DISTRICT nor the COUNTY shall agree to the resolution of the disagreements without the other's approval. The COUNTY shall be fully responsible for any contract change orders or claims related to the underground improvements. In the event agreement cannot be reached related to active ongoing work within twenty-four (24) hours of presentation of a request for direction, change order, or claim, the COUNTY reserves the right to proceed on a force account basis. The DISTRICT shall not unnecessarily delay progress of work or hold up final contract acceptance of the project during the period of closeout.

Costs arising from claims or lawsuits for personal injury or property damage which are alleged to have resulted from DISTRICT activities or activities listed in Exhibit A, that are supported by the DISTRICT and COUNTY, including the payment of damages pursuant to a final judgment in favor of a claimant, shall be apportioned between the parties hereto according to the proration of costs of the affected bid items as indicated in Exhibit A. In the event of disagreement concerning the proper apportionment of any claim resolution costs related to the affected items of work identified in Exhibit A, the parties each expressly reserve the right to seek a judicial determination of the responsibility of each party with respect to any claim or lawsuit arising out of their performance under this agreement within the courts of Placer County, California. Principles of comparative fault shall apply.

13. INDEMNITY: COUNTY agrees to indemnify and hold harmless DISTRICT and DISTRICT'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts of omissions of COUNTY, its employees or agents.

DISTRICT agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of DISTRICT, its employees or agents.

14. INSURANCE: It is agreed that District and Placer County shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, professional liability, and workers' compensation insurance or self insurance in the statutory amount of \$1,000,000.

15. This agreement shall terminate one (1) year after the project has been completed and accepted by the Placer County Board of Supervisors.
16. The COUNTY will serve as lead agency for purposes of compliance with the California Environmental Quality Act (CEQA). The COUNTY agrees to complete environmental review and file and cause to be posted a notice of determination or notice of exemption, as the case may be, at least thirty (30) days before work commences on the Project.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

PLACER COUNTY, a political  
subdivision of the State of California

TAHOE CITY PUBLIC UTILITY  
DISTRICT, a public agency

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works

By: \_\_\_\_\_  
Cindy Gustafson  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Counsel, Placer County

By: \_\_\_\_\_  
District Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_